



The Mysore Gazette.

Vol. 57.]

PUBLISHED BY AUTHORITY.

[No. 19.]

BANGALORE, THURSDAY, MAY 11, 1922.

PART I-A.

NOTIFICATIONS RELATING TO LOCAL SELF-GOVERNMENT.

MUNICIPAL AND LOCAL BOARDS.

No. L. 6446—Ml. 170-21-184, dated 3rd May 1922.

Mr. B. Chendrasekhariah is declared duly elected as Vice-President of the Saragur Minor Municipal Council in the Mysore District.

No. L. 6476—Ml. 68-21-51, dated 5th May 1922.

Under Section 17 of the Municipal Regulation, the term of the present Municipal Council of Channapatna is extended up to the end of May 1922, pending the reconstitution of the Council.

By Order,

A. V. RAMANATHAN,

Secretary to Government,

Revenue Department (in charge).

BANGALORE CITY MUNICIPALITY.

Notice dated 24th April 1922.

Notice is hereby given that sealed tenders for the privilege of collecting tolls for one year, from 1st July 1922 to 30th June, 1923 on vehicles and animals entering the City at the Tumkur road toll-gate near Munireddipalya will be received in the office of the Municipal Council up to 3 P.M. on 15th May 1922.

2. The person tendering is required to pay an earnest deposit of Rs. 100 with his tender.

3. The Municipal Council reserves to itself the power of refusing or accepting the highest or any tender that may be offered.

4. Partnership in the contract may be allowed if duly declared at the time when the tender is made, on condition that each partner is jointly and severally responsible for the whole amount of tender.

5. The successful tenderer shall be required to make a further deposit making the total deposit amount equal to one-fourth of the tender value, furnishing such good security as the Municipal Council may deem fit for the due performance of the contract and to execute a contract bond on a proper stamp paper in the form annexed within ten days of the date on which intimation of the final acceptance of the tender shall have been posted from the Municipal Office to the address of the tenderer as given in the tender or the intimation is posted on the notice Board of the Municipal Office, by the terms of which he will be bound.

6. Failure to comply with any of the conditions subject to which the tender is accepted or the withdrawal of the tender, shall render the earnest deposit liable to forfeiture and the contract liable to resale at the risk of the contractor.

7. Subject to the terms of the bond, the successful tenderer is empowered to recover tolls in the manner prescribed by Sections 59, 78 and 79 of the Municipal Regulation, VII of 1906, on his own responsibility and at his own cost. The contractor is bound to pay the contract amount in nine consecutive monthly instalments, the first instalment being due by the 10th July 1922 and subsequent instalments to be paid on or before the tenth of each month.

8. If the instalments are not paid regularly as prescribed above, the contract becomes liable to be resold at the option of the Municipal Council and all losses accruing therefrom will be made good by the contractor.

9. Any instalment that may not be paid on or before the prescribed date shall be charged with interest at 12 per cent per annum, the earnest deposit being appropriated for the overdue instalments or interest or both.

10. The contractor is bound to levy no tolls other than those mentioned in the schedule annexed, other than those specified in para 1 above and to conform to the rates therein laid down on pain of being prosecuted criminally and forfeiting his contract for contravening the terms of the same.

Further, the contractor will be bound to refund to the Municipal Council so much of the amount as he might have collected on vehicles and animals exempted from payment of toll, on production of certificate from any or all of the authorities specified in the note under this notification.

11. The contract shall not be sublet or transferred without the consent of the Council and where such consent shall have been given, the original or principal contractor shall remain jointly responsible for all the amounts due under the contract.

12. The contractor will have the use of existing toll houses and gates and he will be required to keep them in good and substantial repair and condition at his own cost and shall not use them otherwise than as such.

13. Ticket books will be printed and supplied by the Municipal Council, on recovering the actual cost thereof from the Contractor.

14. Under no circumstances will any application for remission be entertained.

SCHEDULE.

	Rs.	a.	p.
On every four-wheeled vehicle with spring	0	4	0
Do two-wheeled vehicle do	0	2	0
Do cart jatka and other vehicles drawn by men, bulls, bullocks, horses, asses or mules (laden)	0	2	0
Do do do (not laden)	0	1	0
Do buffalo, bull, mule or bullock, laden	0	0	6
Do horse over thirteen hands	0	1	0
Do horse of or under thirteen hands	0	0	6
Do elephant	0	8	0
Do camel	0	1	0
Do bicycle or tricycle	0	1	0
Do motor car	0	4	0
Do motor cycle	0	2	0
Do rickshaw	0	2	0

Explanation.—1. "Laden" An animal is not said to be laden when it is merely accounted for the purpose of being laden or ridden.

Explanation.—2. Tolls are leviable upon vehicles at the above rates irrespective of the means of traction employed, and the payment of tolls in respect of any vehicle covers the animals engaged in drawing it.

NOTE.—No tolls will be levied on the following:—

(i) Vehicles and animals which are the personal property of Their Highness the Maharaja and Yuvaraja, vehicles bearing Municipal numbers either of City or of the Civil

and Military Station or possessing passes of the City Municipality, and carriages and carts, and animals, the property of, or employed by the Government or the Municipal Council licensed or registered by the said Council.

(2) All vehicles and animals, (whether owned or hired) used for the passage of troops and of stores and equipages belonging to or reserved for the use of the Military (whether Mysore or British) or Government on their march, or of Military, Civil or Police officers on duty, or of any person or property in their custody; also carrying contractor's carts conveying Excise articles from the Government Central Distillery into the Bangalore City such as arrack, ganja, etc.

(3) All vehicles and animals in respect of which a toll has been levied in the City or in the Civil and Military Station within the period of 24 hours counted from the preceding midnight.

CONTRACT BOND FORM.

This indenture made at Bangalore City this day of 1922 between the Bangalore City Municipal Council (hereinafter called the Lessors which term shall include their successors) on the one part and (hereinafter called the Lessee which term shall include his heirs, successors, executors, administrators and assignees) on the other part.

Whereas in pursuance of the terms of the notification, dated 24th April 1922, and in consideration of the rent hereinafter reserved and of the covenants and agreements hereinafter contained on the part of the lessee and of the deposit by him of Rs.

as security for the due payment of the rent and other sums hereinafter reserved and for the due and faithful performance of the covenants and agreements on his part as hereinafter contained, the lessors do hereby grant unto the lessee the privilege to collect, during the year 1922-23, (i.e., from 1st July 1922 to 30th July 1923) the toll leviable under and by virtue of the Sections 59, 78, and 79 of the Mysore Municipal Regulation, VII of 1906, upon all vehicles and animals specified in the schedule annexed to the aforesaid notification, and entering the City of Bangalore.

The lessee does hereby agree and covenant under the terms of the aforesaid notification, as follows:—

(1) That he shall and will hold the said lessee granted unto him during the said term and pay therefore regularly a rent or sum of Rs. by monthly instalments of Rs. into the Municipal Treasury at Bangalore City, on or before the 10th of each consecutive month, commencing from July 1922 and, in default of such regular payment, interest at 12 per cent per annum on overdue instalments.

(2) That he shall and will at his own cost during the said term, demand, levy and recover payment in the manner provided by the sections aforesaid, or from all persons liable to pay the same, the tolls on all vehicles and animals entering the City at the toll-gates sanctioned in the aforesaid notification and at rates specified in the schedule annexed as shall not have been otherwise licensed or registered or exempted.

(3) That he shall and will keep proper and correct account in respect of all transactions relating to the lease, in such books as will be supplied by the Municipality and allow inspection of the same by the lessors at any time, and furnish any monthly statements required and ultimately deliver them up to the lessors on the termination of the contract.

(4) That he shall and will keep the toll-gate, toll-houses, sheds, etc., in good and substantial repair at his own expense and not use them otherwise than as such, and allow their inspection by the lessors at all reasonable times and shall at the end of the contract period deliver up possession of all toll-houses, etc., to the lessors.

5. That he shall bind himself to refund to the Municipal Council any sum of money so collected on vehicles and animals certified to have been exempted from payment of toll.

6. That without the consent of the lessors he shall not assign or sublet the contract or any part thereof or allow any person to interfere in the management or performance of the contract; and that he shall declare the names of all the agents and the servants proposed to be employed in the business of his contract and obtain sanction of the President thereof before appointing them for such purpose.

7. And the lessee may, on his performing and observing the several covenants and agreements on his part herein before contained, quietly hold and enjoy the said contract without interruption by the lessors but whenever the lessee shall fail, neglect or refuse to observe, perform, fulfil and keep all or any one or part of any of the stipulations herein contained, or for any other sufficient reason to be recorded, it shall be lawful for the lessors to put an end to the contract and take such legal or other steps as may be found necessary against the lessee, for the recovery of any rent, or damage, or expenses and to appropriate the amount of

security in respect of rent hereinbefore reserved for other moneys and fines by way of damages payable by the lessee.

In witness whereof the common seal of the Municipal Council for the City of Bangalore has been hereunto affixed and said _____ has hereunto set his hand this

_____ day of _____ 1922.

Lessee

Notice dated 24th April 1922.

Sealed tenders will be received till 3 P.M. on 15th May 1922, at the City Municipal Office for taking on lease the Sewage Farm in Malleswaram Extension of the Bangalore City, covering a gross total area of 4 acres. The tenders should be superscribed "Tender re Sewage Farm, Malleswaram" and accompanied by a deposit of Rs. 50.

2. The lease shall cover a period of three years commencing from 1st July 1922 and ending on the 30th June 1925.

3. The President reserves to himself the power of refusing or accepting the highest or any tender that may be offered.

4. The approved tenderer shall be bound by the conditions of a mutchallika in the form appended and shall be required to execute the same within ten days of acceptance of tender intimated or notified in the notice board of the Municipal Office and to make payment of the full sum of the contract within the same period of ten days.

5. When such payment shall not be made, or when the tenderer fails to execute the contract bond within the time fixed, the lease shall be resold at the expense and risk of the tenderer, who shall, however, be not permitted to claim any profit arising from such resale, and the deposits made by him forfeited.

6. The deposit made by the tenderer will be held over as a guarantee for the due fulfilment of the contract and returned after a month from the expiry of the lease.

7. The lessee may sink temporary wells with the previous sanction of the Municipal Council.

8. The lessee shall have the sole right to the sewage water from the out-flow channel of the Septic tanks and he shall be given the silt and scourings from the tanks, but on no account can he be allowed to use the in-flowing crude sewage or interfere with the control and working of the Septic tanks.

9. The lessee shall look after and carefully water and maintain any fruit-trees, that may be planted by the side of foot-paths which shall not be more than 8 feet wide on the eastern and western boundaries of the Farm.

10. No trees shall be cut by the lessee, unless he obtains previous permission of the Municipal Council, to whom the proceeds of the sale of such trees go.

11. The lessee shall not transfer his lease.

12. In the event of breach of the above conditions, the Municipality may at once on such event enter upon and take possession of the plot with all structures or erections thereon.

13. The lessee shall, if the Municipality so directs, remove all buildings and any materials, within eight days of the termination of the lease period, provided that he has duly paid all rents, charges and taxes due to the Municipality.

ANANDA RAO. S. SIRSI,

*President, Municipal Council,
Bangalore City.*

CONTRACT BOND FORM.

The indenture made at the City of Bangalore this _____ day of June 1922, between the Bangalore City of the one part and _____ (hereinafter call the lessee which term shall include his heirs, successors, executors and assignees) on the other part.

Whereas, the said Bangalore City Municipality having agreed to lease for the purposes of cultivation to the said lessee for a term of three years commencing from 1st July 1922, all that plot of ground of 4 acres and particularly known as the Malleswaram Sewage Farm, the said lessee has deposited with the Municipality a sum of Rs. 50, paid up the lease amount of rupees _____ in full and does hereby agree and covenant:—

1. To hold the said plot subject to the conditions specified herein for a term of three years commencing from 1st July 1922.

2. To pay and discharge all taxes, rates and assessments which become payable in respect of the said premises or erections thereon.

3. To build no structure of permanent nature except such erections and wells as may absolutely be necessary for the lessee to carry on the cultivation of the land.

4. To be responsible for the maintenance of the boundary marks and in default to be dealt with according to law.

5. To surrender and deliver up to the said Municipality at the expiration of this lease, the plot or ground together with all erections and wells thereon unless the Municipality otherwise directs.

And the Municipality do hereby covenant of the lessee, he observing and performing the covenant herein contained and on the part of the lessee to be observed, that he shall and may peaceably hold and enjoy the said premises during the term of three years without eviction or disturbance.

In witness thereof the lessee hereunto set his hand this day of 1922 before the President of the Municipality.

MYSORE CITY MUNICIPALITY

EXTRACT OF THE PROCEEDINGS OF THE 19TH (SPECIAL) MEETING OF THE CITY MUNICIPAL COUNCIL, MYSORE, HELD AT THE RANGACHARLU MEMORIAL HALL ON SATURDAY THE 8TH APRIL 1922, AT 8 A.M.

Members.

Present 24 | Absent 6

Consideration of budget estimates for the year 1922-23.

Resolved that for want of sufficient circulation of the draft budget, the subject be deferred for consideration at a special meeting to be convened on the 29th April 1922.

C. SRIKANTESWARA AIYAR,

President.

MYSORE CITY IMPROVEMENT TRUST BOARD.

PROCEEDINGS OF THE TENTH (ORDINARY) MEETING OF THE BOARD OF TRUSTEES FOR THE IMPROVEMENT OF THE CITY OF MYSORE HELD AT THE CHAIRMAN'S OFFICE (RANGACHARLU MEMORIAL HALL) ON SATURDAY THE 22ND, APRIL 1922, AT 4-30 P.M.

Present 8. | Absent 1.

I. Proceedings of the last meeting.

Confirmed.

II. Statement of sites and bits of lands sold during the month of February 1922.

Ratified.

C. SRIKANTESVARA AIYAR,

Chairman.

CHAMRAJNAGAR TOWN MUNICIPAL COUNCIL.

Notification dated 11th April 1922.

In accordance with Government Order No. 3242—MI. 55-21-49, dated 3rd December 1921, sanctioning the levy of tolls on vehicles and animals entering the Municipal limits of Chamrajnagar Town, Mysore District, it is hereby notified for general information, that the right to collect tolls on vehicles and animals in the Chamrajnagar Town, as shown in the Schedule A, for one year from 1st July 1922 to 30th June 1923, will be sold by public auction by the President on 15th May 1922, at the Municipal Office of Chamrajnagar.

2. Every bidder should obtain a ticket from the Municipal Office by depositing Rs. 10. No bid shall be accepted unless the ticket is produced.

3. The President reserves to himself the power of refusing or accepting the highest or any bid that may be offered.

4. The contractor shall pay as soon as the sale is over, a deposit equal to two months instalments; and in the case of residents outside Mysore, four months khists, for the performance of the terms of the contract. The amount in deposit will, if the conditions of the contract, are duly complied with, be credited towards the instalments of last months of the period of the contract.

5. If the deposit amount is not produced immediately after the close of the sale, the contract will be resold at the risk of the approved bidder.

6. The contract amount is payable in twelve equal monthly instalments due on or before the 10th of the following month. If default is made in the payment of the instalments as it falls due, interest at one pie per rupee, per month, will be levied till the date of payment and the unexpired portion of the contract will also be liable to be sold at the discretion of the President, and the deficit will be recovered from the contractor, who shall not be entitled to the profits, if any.

7. The contractor who purchases the right, must collect tolls on vehicles and animals at the rates mentioned in Schedule B.

8. The Government will reserve to themselves the power of sanctioning the enhancement of or of revising the rates.

9. The contractor is bound to keep an account showing the daily collections, and it shall be open to inspection by the District, Taluk and the Municipal authorities.

10. Printed receipts should be issued for the tolls collected. Only one toll shall be levied at the toll-gate on any cart, etc., passing along the toll-gate within a period of twenty-four hours from sunrise to sunrise.

11. The contractor shall also be bound to keep true and correct accounts of traffic passing through the gates.

12. Temporary shed will be erected at each toll-gate and will be placed at the disposal of the contractor and he is required to keep the sheds in good condition.

13. No tolls should be collected on vehicles, etc., which are exempted from the levy of tolls in the Government Order above referred to.

14. The power of confirming the sale, is vested in the Municipal Council.

15. As soon as the sale is confirmed by the Council, the contractor should execute a bond in stamp paper according to rule.

Schedule A.

- (1) Nanjangud road, near Sanjeevan chavadi.
- (2) T. Narsipur road, near Puttammanni temple.
- (3) Ramasamudra road, near the bridge of Chennipuradakatte.
- (4) Hasanur road, near A. V. School.
- (5) Gundlupet road, near the Christian Cemetery.

Schedule B.

	Rs.	a.	p.
1. On every four or two wheeled carriages on spring	0	4	0
2. On every jatka or ekka cart or vodder bandi drawn by two bullocks (laden)	0	4	0
3. Do do (unladen)	0	2	0
4. On every cart drawn by single bullock (laden)	0	2	0
5. Do do (unladen)	0	1	0
6. On every buffalo, ox, etc. (laden)	0	1	0
7. On every horse	0	1	0
8. On every horse (ridden)	0	1	6
9. On every elephant	0	8	0
10. On every camel	0	1	0
11. On every buffalo, bull, bullock, cow, or ass (not laden or ridden)	0	0	6
12. On every bicycle or tricycle	0	1	0
13. On every motor car	0	8	0
14. Do cycle	0	2	0
15. On every rickshaw	0	2	0

B. K. SRINIVASALU NAIDU,
President.

CHITALDRUG DISTRICT.

Notification dated 27th April 1922.

It is hereby notified for the information of the public that the right of collecting tolls during the year 1922-23 on the Salem-Bellary Provincial road near the village of Thammaiyannahalli in the Molakalmuru Taluk will be sold on 30th May 1922 in the office of the Amildar, Molakalmuru.

For further particulars see detailed notification of the sale printed on page 159, Part I-A, of the Mysore Gazette, dated 4th May 1922.

C. B. LAKSHMANA RAO,
For Deputy Commissioner.